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RE KHONG YUEN LENG, EX P SELBERAN CO SDN BHD

HIGH COURT MALAYA, KUALA LUMPUR
RAMLY ALI J
[BANKRUPTCY NO: D5-29-6150-2001]
b 24 JUNE 2005

BANKRUPTCY: *Notice - Validity - Inclusion of amounts assessed by assistant registrar - Whether resulted in separate orders lumped into one bankruptcy notice - Assistant registrar's certificates merely assessed and* c *quantified amount to be paid - Whether considered as part and parcel of judgment - Order for payment of cost contained in Singapore High Court judgment - Whether there was only one final judgment on which bankruptcy notice was based - Whether the two certificates of assistant registrar 'orders' for the purpose of Reciprocal Enforcement of Judgment* d *Act 1958*

BANKRUPTCY: *Interest - Commencement date for interest - Writ of summons served on judgment debtor on 6 July 1994 - Whether judgment creditor entitled to recover interest at rate of 6% per annum on judgment sum from date of service of writ - Whether claim barred by s.6(3) of the* e *Limitation Act 1953*

The judicial commissioner (JC) herein had succeeded in obtaining judgment for a sum of S$43,688.30 against the judgment debtor ('JD') in the High Court of Singapore on 2 February 1998. The JC then registered the said judgment f in the High Court of Malaya pursuant to the Reciprocal Enforcement of Judgments Act 1958 ('REJA'). Subsequently, the assistant registrar of the High Court of Singapore proceeded to tax the costs pursuant to the terms of the judgment and accordingly issued two certificates: the first was for the sum of S$111,947.56 as costs due and payable by the JC to the second defendant in the suit, which pursuant to the judgment was recoverable by the JC from the g JD and the second was for the sum of S$240,640 which was the costs due and payable by the JD to the JC. The JC then took out a bankruptcy notice based on the judgment dated 2 February 1998 and both the said registrar's certificates ('the certificates'). In view of the JD's failure to comply with the said bankruptcy notice, the JC then filed a creditor's petition against the JD. h The JD filed a summons in chambers (encl. 13) to set aside the bankruptcy notice and a separate summons in chambers (encl. 16) to set aside the creditor's petition. Both applications were allowed by the senior assistant registrar (SAR). Hence, JC's appeal against the whole of the SAR's decision. The issues that arose were (1) whether there were three separate orders

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lumped in one bankruptcy notice in breach of the Bankruptcy Rules; (2) whether the two certificates of the assistant registrar "orders" for the purpose of registration under REJA; (3) whether JC was entitled to interest as claimed in the bankruptcy notice and (4) whether JC statute barred by virtue of s. 6(3) of the Limitation Act 1953.

Held (allowing JC's appeal):

[1] The two certificates issued by the assistant registrar of the Singapore High Court expressly stated that they were made pursuant to the judgment dated 2 February 1998. The said certificates had made no order for the payment of costs. It merely assessed and quantified the amount to be paid as ordered pursuant to the said judgment. There was only one final judgment for both the judgment sum and for costs and the assistant registrar's certificates were to be read together and in conjunction with the final said judgment dated 2 February 1998. The bankruptcy notice was based only on one final judgment and not on three separate orders as the JD contended. (p 545 b, c)

[2] The two certificates of the assistant registrar did not "command" or "direct" for the payment of costs. They just quantified the taxed costs. The "command" or "direction" made by the court with respect to the payment of costs was contained in the body of the judgment given by the Singapore High Court on 2 February 1998. It followed therefore that the two certificates of the assistant registrar quantifying the amount of costs to be paid were not "orders" which required to be separately registered under REJA for their enforcement. (p 546 c-d)

[3] In the bankruptcy notice, the JC had claimed the sum of S$15,742.15 being interest from 6 July 1994 to 5 July 2000. There are evidence and records that showed that the writ of summons was served on the JD's solicitors on 6 July 1994 in Singapore. There was absolutely no objection raised by the JD during the proceedings in the High Court of Singapore against the service of the writ of summons. For all intents and purposes, pursuant to the judgment dated 2 February 1998, the JC was entitled to recover interest at the rate of 6% per annum on the judgment sum from 6 July 1994. (p 547 d-e)

[4] In the bankruptcy notice, the JC claimed interest pursuant to the judgment from 6 July 1994 until 5 July 2000 which was exactly six years. The JC had therefore not made any claim for interest in excess of six years and hence had not contravened s. 6(3) of the Limitation Act 1953. (p 547 f-g)

Case(s) referred to:
Cartwright & Anor v. Barker [1975] 2 All ER 970 ***(refd)***
Haroun Al-Rashid, ex parte Daya Leasing [1996] 5 MLJ 321 ***(refd)***
Khoo Kay Hoe v. Chor Phaik Hor & Anor [1999] 3 CLJ 1 CA ***(refd)***

Legislation referred to:
Bankruptcy Act 1967, s. 3(2)
Limitation Act 1953, s. 6(3)
Reciprocal Enforcement of Judgments Act 1958, ss. 2, 4
Rules of the High Court 1980, O. 67 r. 7

For the judgment creditor - Edward Sow; M/s Ng Yook Woon
For the judgment debtor - K Maniam; M/s Skrine

Reported by Suhainah Wahiduddin

JUDGMENT

Ramly Ali J:
This is an appeal by the judgment creditor (JC) against the decision of the senior assistant registrar (SAR) given on 5 September 2003 where the SAR, on an application of the judgment debtor (JD), set aside the bankruptcy notice dated 11 October 2001 and the creditor's petition dated 6 September 2002 both of which were taken out by the judgment creditor.

Background Facts
The JC had succeeded in obtaining judgment for a sum of S$43,688.30 against the JD in the High Court of Singapore on 2 February 1998. In summary the terms of the judgment were as follows:

(i) That the JD pays the JC the sum of S$43,688.30 and costs to be taxed on the standard basis from the date the writ of summons to 2 May 1996 and thereafter on an indemnity/solicitor and client basis from 3 May 1996 to the date of judgment;

(ii) That the JD was to pay interest on the judgment sum at the rate of 6% per annum from the date the writ of summons was served on the JD;

(iii) That the JC's claim against the 2nd defendant in the suit was to be dismissed with costs to be taxed; and

(iv) That the JC will recover the costs it had to pay to the 2nd defendant from the JD.

The JC then took steps to register the said judgment in the High Court of Malaya pursuant to the Reciprocal Enforcement of Judgments Act 1958 (REJA) for the purpose of enforcement. The High Court of Malaya had, *vide* its order dated 8 July 1998 registered the said judgment as a judgment of the High Court of Malaya. Pursuant to O. 67 r. 7 of the High Court Rules 1980, notice of the registration was served on the JD.

Subsequently to the registration of the judgment, the assistant registrar of the High Court of Singapore had proceeded to tax the costs pursuant to the terms of the judgment. By way of Registrar's Certificate dated 1 June 1999 the assistant registrar had awarded the JC the sum of S$240,640 as costs against the JD. By another Registrar's Certificate dated 8 June 1998 the assistant registrar had ordered costs of S$111,947.56 to be paid by the JC to the 2nd defendant. Under the terms of the judgment the JC is entitled to recover this amount from the JD.

At the time of application for registration of the judgment both the aforesaid costs were yet to be taxed and finalised. In the order dated 8 July 1998 (by the High Court of Malaya) only the judgment sum of S$43,688.30 and accumulated interest at the rate of 6% per annum calculated from 6 July 1994 to 2 Jun 1998 in the amount of S$10,248.21 were quantified, converted to Malaysian currency and mentioned (ie, totaling a sum of RM137,753.84).

The JC then took out a bankruptcy notice dated 11 October 2001 against the JD. The bankruptcy notice was based on the judgment dated 2 February 1998, the Registrar's Certificate (allocatur) dated 8 June 1998 and the Registrar's Certificate (allocatur) dated 1 June 1999. In view of the JD's failure to comply with the said bankruptcy notice the JC then filed a creditor's petition dated 6 September 2002 against the JD. Both the bankruptcy notice and the creditor's petition were duly served on the JD.

The JD then filed a summons in chambers (encl. 13) to set aside the bankruptcy notice and a separate summons in chambers (encl. 16) to set aside the creditor's petition. Both applications to set aside were heard by the SAR on 28 August 2003 who adjourned the matter to 5 September 2003. On 5 September 2003 the SAR allowed both the JD's application and set aside the bankruptcy notice and the creditor's petition. By way of a notice of appeal to judge in chambers dated 11 September 2003 (encl. 27) the JC now appeals against the whole of the SAR's decision to set aside both the bankruptcy notice and the creditor's petition.

Grounds Raised By The JD

Essentially the JD challenges the bankruptcy notice as being defective and hence the creditor's petition, which emanates from the bankruptcy notice, is bad in law. From the cause papers and affidavits filed by the JD, the grounds on which the JD had relied on in setting aside the bankruptcy notice and the creditor's petition are as follows:

(a) That the inclusion of the amounts assessed by the assistant registrar in the bankruptcy notice resulted in 3 separate orders were lumped into one bankruptcy notice and hence is in breach of the Bankruptcy Rules and therefore the creditor's petition cannot stand;

(b) That the Registrar's Certificates on the taxation of costs dated 8 June 1998 and 1 June 1998 had to be registered independently under the Reciprocal Enforcement of Judgments Act 1958 (REJA) before it could be enforced;

(c) That the JC is not entitled to interest as claimed in the bankruptcy notice as the Singapore Suit No. 1 of 1996 was allegedly commenced after 1996 and hence the JC had allegedly no basis for claiming interest from 6 July 1994;

(d) That the JC is statute barred by virtue of s. 6(3) of the Limitation Act 1953 to recover interest in excess of six years; and

(e) That the amount claimed in the bankruptcy notice is erroneous as a erroneous exchange rate was used.

The Court shall now deal with the JD's grounds one by one.

(a) The Issues Of Whether There Were 3 Separate Orders Lumped Together Into One Bankruptcy Notice

The judgment was obtained from the Singapore High Court on 2 February 1998 with an order that costs were to be taxed. The costs taxed and payable by the JC to the 2nd defendant were to be recovered from the JD (1st defendant in that case). The said judgment was then registered under the Reciprocal Enforcement of Judgments Act 1958 (REJA). Subsequently the assistant registrar of the Singapore High Court had taxed the costs and accordingly issued 2 certificates. The first was for the sum of S$111,947.56 as costs due and payable by the JC to the 2nd defendant in that suit, which pursuant to the judgment was recoverable by the JC from the JD. The second certificate was for the sum of S$240,640 which was the costs due and payable by the JD to the JC. The JC then took out a bankruptcy notice claiming the judgment sum together with both sets of costs assessed and quantified by the assistant registrar.

It is pertinent to note that the order for the payment of costs is contained in the judgment of the Singapore High Court dated 2 February 1998. The two certificates of the assistant registrar do not order the payment of costs but rather merely assess and quantify the amount of costs to be paid (as earlier ordered in the judgment dated 2 February 1998.) The order for payment is made by the Singapore High Court in its judgment dated 2 February 1998. Therefore for all intents and purposes there is only one final judgment on which the bankruptcy notice is based. The two certificates of the assistant registrar are not separate order and must be considered as being part and parcel of the judgment entered on 2 February 1998.

I find support from the English decision of *Cartwright & Anor v. Barker* [1975] 2 All ER 970 where this issue was considered. In the said case the petitioning creditor had obtained an injunction against the debtors. In the order granting the injunction it was also ordered that costs due to the petitioning creditor were to be taxed and paid by the debtors. After the costs were taxed the debtors failed to pay the costs to the petitioning creditor and as a result a bankruptcy notice was issued. The debtors then applied to set aside the bankruptcy notice on the grounds that the allocator was insufficient to sustain a bankruptcy notice. In that case the Divisional Court of Appeal had set aside the bankruptcy notice on the ground that it did not refer to the main judgment from which the order for costs emanated ie, the source of liability had not been identified. However, the Court of Appeal held that an allocatur was not a final judgment and that the taxing master's certificate had to be considered together with the main order in order to constitute one final order. This is what the Court of Appeal said through Goulding J:

> In my judgment it is clear that the certificate of 20th March 1974 is not a final judgment or order. It is not in any sense an order for the payment of a sum of money. The order is that of the court dated 5th November 1970. In order to execution on it would be necessary to produce both the order of 5th November 1970 and the taxing master's certificate, or possibly to have the amount of costs found due by the certificate endorsed on the order of 5th November 1970 itself by procedure similar to that considered in Re Crump.

At home, our own High Court has also dealt with this issue in the case of *Haroun Al-Rashid, ex parte Daya Leasing* [1996] 5 MLJ 321 wherein the judgment creditor had claimed the judgment sum pursuant to a judgment dated 28 June 1988 wherein costs were also ordered against the judgment debtor. The costs were taxed and assessed at RM4,261.26 by the Magistrate on 27 July 1998. It was argued that the bankruptcy notice claiming the judgment sum together with interest and costs was defective as it was based on 2 judgments ie, the main judgment and purported "judgment" for costs. This is what the High Court said:

> It is apparent from the terms of the abovementioned judgment, order and notice, that there is only one final judgment dated 28 June 1988. The order dated 27 July 1988 is in respect of costs which is a decree of the court itself on 28 June 1988 ordering costs to be paid and the order dated 27 July 1988 merely orders the JC to pay this decreed costs together with interest thereon calculated at the rate 8% per annum from 27 July 1988 to the days of realization. Therefore it is clear in the case of costs the effective judgment is the decree of the court on 28 June 1988 itself, not the order dated 27 July 1988 quantifying the amount.

Although the High Court had set aside the bankruptcy notice on other grounds the High Court was clear in no uncertain terms that the order quantifying the costs was part and parcel of the main judgment and there was no issue of there being 2 separate judgments.

In the case of *Khoo Kay Hoe v. Chor Phaik Hor & Anor* [1999] 3 CLJ 1, a bankruptcy notice was issued purely based on an allocatur, as the sum awarded as costs became the sole judgment debt. The JD tried to set aside the bankruptcy notice on the ground of nullity, as the allocatur was not a final judgment which could support the issuance of a bankruptcy notice. The issue before the court was whether the allocatur on its own was sufficient to sustain the bankruptcy notice.

The High Court held that as the final order required costs to be taxed by the registrar, the allocatur which bears the result of such taxation should rightly constitute part of and be read in conjunction with the final order earlier given. In that case, the High Court further held that the judgment creditor is entitled to commence bankruptcy proceedings against the judgment debtor based on the allocatur which was submitted together with the final order of the court. On appeal, the Court of Appeal agreed with the views of the High Court and dismissed the appeal. His Lordship Abdul Malek Ahmad JCA (now PMR) said:

> We are faced with a situation here whether the so called final judgment or order relates to costs which form the basis of the consequent bankruptcy proceedings. But those costs are not quantified in that final order. This is followed by the allocatur where the quantification takes effect. In essence, the allocatur merges with the order for costs.

The said case went further on appeal to the Federal Court. The Federal Court agreed with the Court of Appeal that the allocatur was part of the original order for costs in the main judgment. The Federal Court also dismissed the appeal.

From the above authorities, it is clear that where a final judgment contain an order for the payment of costs to be taxed the subsequent certificate of taxation which merely quantifies the amount of costs to be paid merges with the final judgment such that there is only one final judgment.

In the present case, the two certificates issued by the assistant registrar of the Singapore High Court expressly state that they were made pursuant to the judgment dated 2 February 1998. From the language of the certificates, it is clear that the said certificates makes no order for the payment of costs. It merely assesses and quantifies the amount to be paid as ordered pursuant to the said judgment dated 2 February 1998. It is therefore obvious that there is only one final judgment for both the judgment sum and for costs and the assistant registrar's certificates are to be read together and in conjunction with the said final judgment dated 2 February 1998. There is therefore no issue of there being 3 separate orders as claimed by the JD. It is also obvious from the bankruptcy notice that it was based only on one final judgment and not on 3 separate orders as the JD so contends. The body of the said bankruptcy notice reads as follows:

> ADALAH DIBERI NOTIS BAHAWA dalam masa tujuh (7 hari) selepas notis ini disampaikan kepada kamu yang tidak termasuk hari penyampaian itu, kamu mestilah membayar kepada Selberan Co. Sdn. Bhd. yang beralamat di No. 4, Jalan Usahawan Enam, Setapak Jaya, 53200 Kuala Lumpur, wang sebanyak Ringgit Malaysia Sembilan Ratus Enam Puluh Dua Ribu Lapan Ratus Lapan Puluh Enam Dan Sen Lapan sahaja (RM962,886.08) yang dituntut oleh mereka *sebagai wang yang kena dibayar atas suatu penghakiman bersama-sama faedah dan kos yang tercatit di bawah yang didapati oleh mereka terhadap kamu dalam Mahkamah Tinggi di Republic Singapura di bawah Bi. Guaman 1 tahun 1996 yang bertarikh 2.2.198 ...*

On the above considerations, the court is satisfied that this ground raised by the JD cannot stand.

(b) That The Assistant Registrar's Certificates On The Taxation Of Costs Dated 8 June 1998 And 1 June 1998 Had To Be Registered Independently Under The Reciprocal Enforcement Of Judgments Act 1958 (Reja 1958) Before They Could Be Enforced

Section 4 of the REJA 1958 reads:

> A person, being a judgment creditor under a **judgment** to which this Part applies, may apply to the High Court at any time within six years after the date of the judgment, or, where there have been proceedings by way of appeal against the judgment, after the date of the last judgment given in those proceedings, to have the judgment registered in the High Court, and on any such application the Court shall, subject to proof of the prescribed matters and to the other provisions of this Act, order the **judgment** to be registered.

The section speaks of the registration of a judgment. Section 2 of the same Act defines "judgment" as follows:

> "judgment" means a judgment or order given or made by a Court in any civil proceedings ... to be a judgment given in the High Court.

The contention of the JD is that the 2 certificates of the assistant registrar are separate orders and hence need to be registered separately in order to be enforceable. The question is: Are the 2 certificates of the assistant registrar "order" for the purpose of registration under the REJA 1958?.

The CLJ Law Dictionary defines the word "order" as a "command or direction made by the court". In the present case, the 2 assistant registrar's certificates in question do not "command" or "direct" for the payment of costs. They just quantify the taxed costs. The "command" or "direction" made by the court with respect to the payment of costs is contained in the body of the judgment given by the Singapore High Court on 2 February 1998. It follows therefore that the 2 certificates of the assistant registrar quantifying the amount of costs to be paid are not "orders" which are required to be separately registered under the REJA 1958 for their enforcement.

It is sufficient to register the said certificates together with the main judgment dated 2 February 1998, as they are not separate "orders" and must be considered as being part and parcel of the main judgment, which in this case has been duly registered. Otherwise the terms of the judgment made by the Singapore High Court on 2 February 1998 would be rendered meaningless.

(c) That The Jc Is Not Entitled To Interest As Claimed In The Bankruptcy Notice As The Singapore Suit No: 1 Of 1996 Was Allegedly Commenced After 1996 And Hence The Jc Had Allegedly No Basis For Claiming Interest From 6 July 1994

In the bankruptcy notice, the JC claims the sum of S$15,742.15 being interest from 6 July 1994 to 5 July 2000. This is pursuant to the judgment dated 2 February 1998 which orders "1st defendant does pay the plaintiffs interest at 6% per annum from the date the writ of summons was served on the 1st defendant". The dispute here is over the date the writ of summons was served on the JD.

The JD contends that it was some date after 1996. The JC on the other hand say it was in 1994. As a matter of fact, the writ of summons was actually served on the JD's, solicitors on 6 July 1994 in Singapore. There are evidence and records to show that the JD's Singapore solicitors Messrs. Martin & Partners, had written to the JC's Singapore solicitors Messrs. Wong & Partners,

on 2 Juy 1994 to inform them that they had instructions to accept service on behalf of the JD (exh. "RAJ1" – affidavit affirmed by Arul Raja al/Joseph on 26 January 2005).

At that material time the suit was filed in the Subordinate Court in Singapore as Suit No: 10438 of 1993. Pursuant to Messrs. Martin & Partners confirmation that they had instruction to accept service on behalf of the JD, the JC's solicitors then served the writ of summons on Messrs. Martin & Partners on 6 July 1994. Proof of such service is found endorsed in exh. "RAJ2" of the same affidavit.

Subsequently upon an application made to the High Court of Singapore by the JC and after hearing submissions from both solicitors for the JC and the solicitors for the JD, the High Court ordered that Suit No: 10438 of 1993 be transferred to the High Court. For this purpose the deputy registrar had on 6 January 1996 informed all parties that Suit No: 10438 of 1993 was re-numbered as Suit 1 of 1996. It is pertinent to note that the JD was already represented at that material time and the writ of summons had already been served on 6 July 1994 on his duly appointed solicitors. There was no need for the writ of summons to be re-served. In any event there was absolutely no objection raised by the JD during the proceedings in the High Court of Singapore against the service of the writ of summons. Therefore, for all intents and purposes the writ of summons was served on the JD's duly authorised solicitors on 6 July 1994 and therefore, pursuant to the judgment dated 2 February 1998, the JC is perfectly entitled to recover interest at the rate of 6% per annum on the judgment sum from 6 July 1994 (the date of service of the writ of summons on the JD).

(c) That The Jc Is Statute Barred By Virtue Of s. 6(3) Of The Limitation Act 1953 To Recover Interest In Excess Of Six Years

In the bankruptcy notice, the JC claims interest pursuant to the judgment from 6 July 1994 (the date the writ of summons was served on the JD) until 5 July 2000 which is exactly six years. The JC has therefore not made any claim for interest in excess of six years and hence has not contravened s. 6(3) of the Limitation Act 1953 which provides that "no arrears of interest in respect of any judgment debt shall be recovered after the expiration of six years from the date on which the interest became due".

(d) That The Amount Claimed In The Bankruptcy Notice Is Erroneous As An Erroneous Exchange Rate Was Used

Prior to the present bankruptcy proceedings before this court, the JC had commenced proceedings based on the same Singapore judgment in the High Court of Kuala Lumpur *vide* Suit No: D1-29-71-2001. In those proceedings the JD had also applied to set aside the bankruptcy notice and had succeeded in doing so. In his application to set aside the bankruptcy notice in Suit No: D1-29-71-2001, the JD had affirmed an affidavit in support whereby the JD contended that the JC had used a wrong exchange rate. Paragraph 8 of the said affidavit reads as follows:

> Saya telah menyiasat tentang kadar pertukaran wang asing yang wujud pada tarikh penghakiman, iaitu 2.2.1998 dan saya telah diberitahu bahawa kadar pertukaran tidak ada disebabkan bahawa hari itu adalah cuti am bagi Negeri Wilayah Persekutuan. Oleh yang demikian kadar pertukaran wang asing pada 3.2.1998 seharusnya digunakan iaitu 2.3370 dan bukan kadar pertukaran wang asing yang wujud pada tarikh sebelum tarikh Penghakiman tersebut. Saya lampirkan sesalinan keratan suratkhabar "The Star" bertarikh 4.2.1998 dalam mukasurat 6 (Bahagian Perdagangan) dan ditandakan sebagai Ekshibit "KYL1" yang menunjukkan kadar pertukaran wang asing Singapura iaitu 2.3370 pada 3.2.1998. Ini bermakna bahawa kadar pertukaran wang asing yang didapati di dalam Jadual Notis Kebankrapan tersebut iaitu 2.5540 adalah berlebihan. Sebagai penjelasan yang lebih lanjut, saya lampirkan di bawah bandingan kira-kira bagi tuntutan Notis Kebankrapan tersebut berdasarkan ke atas Penghakiman tersebut bagi kadar 2.5540 (kadar yang di dapati di dalam Notis Kebankrapan tersebut) dan bagi kadar 2.3370 (kadar yang wujud pada 3.2.1998):
>
> S$413,131.11 x 2.5540 = RM1,055,136.80
>
> S$413,131.11 x 2.3370 = RM 965,487.40

In short, the JD, in Suit No: D1-29-71-2001 contended that the applicable exchange rate was 2.3370 and not 2.5540 as used in that bankruptcy notice. The said bankruptcy notice was set aside by the SAR. Instead of appealing the JC decided to issue the present bankruptcy notice against the JD. In the present bankruptcy notice the JC had used the exchange rate of 2.3370 as contended by the JD in Suit No: D1-29-71-2001. In view of his previous averments on the same issue, it is completely unconscionable for the JD now to blow hot and cold to say that the exchange rate is still erroneous when he himself had conceded that 2.3370 is the applicable rate. This ground raised by the JD therefore cannot stand.

Conclusion

On the premise of the above considerations the court is of the view that the grounds raised by the JD are both frivolous and vexatious and were raised purely to frustrate the JC's efforts to enforce the judgment which it had validly obtained against the JD in the Singapore High Court on 2 February 1998. The amount claimed by the JC complies strictly with the terms of the judgment and the JD is fully aware of the exact amount he had to pay in order to avoid committing an act of bankruptcy. The amount claimed is not excessive as the JD contends.

In any event the JD had failed to any notice within seven days from the date of the bankruptcy notice was served on him to show where the excesses were pursuant to the proviso in s. 3(2) of the Bankruptcy Act 1967. There is nothing in the bankruptcy notice which misled the JD. The JD was present and represented by counsel throughout the proceedings before the Singapore High Court in which judgment was entered against him. He has full knowledge of the judgment sum entered against him and the costs that were awarded against him. There is nothing perplexing or ambiguous in the bankruptcy notice as it clearly states the amount due and payable as RM962,886.08. It is ascertained and quantified. There was nothing else to be quantified. It clearly tells the JD that this is the amount that he has to pay in order to avoid committing as act of bankruptcy. He did not pay the amount nor did he challenge the amount within the time frame granted to him and as such a creditor's petition was issued based on the said bankruptcy notice.

Therefore, the court finds that the bankruptcy notice (encl. 3) is valid and hence the creditor's petition (encl. 10) is also valid. Therefore, the JC's appeal is allowed with costs.